IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

)
) Case No. 22-21851
) Chapter 13
) Docket No.
)
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NOTICE OF PROPOSED MODIFICATION TO PLAN DATED OCTOBER 10, 2022

- 1. Pursuant to 11 U.S.C. § 1329, the Debtor(s) has filed an Amended Chapter 13 Plan dated March 23, 2023, which is annexed hereto at Exhibit "A" (the "Amended Chapter 13 Plan"). A summary of the modification is set forth below in paragraphs 4 through 6 of this Notice.
- 2. All Objections to the Amended Chapter 13 Plan must be filed and served by no later than 21 days after the date of this Notice upon the Debtor(s), Chapter 13 Trustee and any creditor whose claim allowance or treatment is the subject of the Objection. Untimely Objections will not be considered. Any creditor who files a timely Objection to the Amended Chapter 13 Plan must appear at the scheduled Initial Confirmation Hearing on the Amended Chapter 13 Plan.
- 3. A virtual (via Zoom) Initial Confirmation Hearing on the Amended Chapter 13 Plan will be held on Thursday, May, 11, 2023 at 1:00 p.m. before the Chapter 13 Trustee. The table and meeting I.D., to participate by Zoom (and telephone number and meeting I.D. to participate by telephone if you lack the ability to participate by Zoom), can be found at http://www.ch13pitt.com/calendar/ several days before the meeting. Parties are expected to familiarize themselves with the Trustee's website at http://www.ch13pitt.com/ and to comply with the procedures set forth at that site for conference participation.
- 4. Pursuant to the Amended Chapter 13 Plan, the Debtor(s) seeks to modify the Plan in the following particulars:
 - a. The plan is being amended to separately classify the student loans.
- 5. The proposed modification to the Plan will impact the treatment of the claims of the following creditors, and in the following particulars:

- a. The U.S. Department of Education student loans are being separately classified. No other creditor will be adversely affected by this Amended Plan.
- 6. Debtor(s) submits that the reason(s) for the modification is (are) as follows:
 - a. See paragraph 4.
- 7. The Debtor(s) submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor(s) further submits that the proposed modification complies with 11 U.S.C. §§ 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor(s) respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

March 24, 2023 DATE /s/ Kenneth Steidl Kenneth Steidl, Esquire Attorney for the Debtor

STEIDL & STEINBERG Suite 2830 – Gulf Tower 707 Grant Street Pittsburgh, PA 15219 (412) 391-8000 PA I. D. No. 34965 Ken.Steidl@steidl-steingberg.com

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Debtor 1	Cynthia	L.	Johnson	Check if this is an amended
	First Name	Middle Name	Last Name	plan, and list below the sections of the plan that have
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name	been changed. 2.1, 3.2, 4.3, 5.1, 5.3
United States Ba	ankruptcy Court for th	e Western District of Pe	ennsylvania	
Case number (if known)	22-21851			
Nestern	District of I	Pennsylvani	ia	
		•	<u>ıa</u>	
nantai	r 13 Dlan	Datad: Mai	r 23 2023	
Cnapte	r 13 Plan	Dated: Mai	r 23, 2023	
·	r 13 Plan	Dated: Mai	r 23, 2023	
•	tices This form sets indicate that the sets indicate the set indicate the sets indicate the sets indicate the set indicate	out options that n	nay be appropriate in some cas priate in your circumstances.	es, but the presence of an option on the form does no Plans that do not comply with local rules and judicia nless otherwise ordered by the court.
Part 1: Not	tices This form sets indicate that the rulings may no	out options that n he option is appro ot be confirmable.	nay be appropriate in some cas priate in your circumstances.	Plans that do not comply with local rules and judicianless otherwise ordered by the court.
Part 1: Not	This form sets indicate that the rulings may not the following	out options that n he option is appro of be confirmable. To notice to creditors, y	nay be appropriate in some cas priate in your circumstances. The terms of this plan control un you must check each box that appl	Plans that do not comply with local rules and judicianless otherwise ordered by the court.
Part 1: Not	This form sets indicate that the rulings may not a ln the following YOUR RIGHTS You should read	out options that ne option is approof to be confirmable. In notice to creditors, y	nay be appropriate in some cas priate in your circumstances. The terms of this plan control un you must check each box that apple ED BY THIS PLAN. YOUR CLAIM and discuss it with your attorney if	Plans that do not comply with local rules and judicianless otherwise ordered by the court. THE REPORT OF THE PROPERTY OF THE
Part 1: Not	This form sets indicate that the rulings may not a full order of the rulings of the rul	a out options that new option is appropriate to creditors, you may be affected this plan carefully a ay wish to consult or USE THIS PLAN'S UST FILE AN OBJECTION HEARING, IT FURTHER NOTION	nay be appropriate in some cas priate in your circumstances. The terms of this plan control un you must check each box that applicated by THIS PLAN. YOUR CLAIM and discuss it with your attorney if the. TREATMENT OF YOUR CLAIM ECTION TO CONFIRMATION AT UNLESS OTHERWISE ORDERS OF THE PROOBJECTION TO CONFIRMATION TO CO	Plans that do not comply with local rules and judicianless otherwise ordered by the court.

1.1	A limit on the amount of any claim or arrearages set out in Part 3, which may result in a partial payment or no payment to the secured creditor (a separate action will be required to effectuate such limit)	☐ Included	Not Included
	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4 (a separate action will be required to effectuate such limit)	○ Included	Not Included
1.3	Nonstandard provisions, set out in Part 9	○ Included	Not Included

Part 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee:

Debtor(3) Will	make regular payments	to the trustee.		
Total amount o	of \$ <u>850.00</u> per m	nonth for a total plan term of <u>60</u>	months shall be paid to the trustee fr	om future earnings as follows:
Payments	By Income Attachment	Directly by Debtor	By Automated Bank Transfer	
D#1	\$0.00	\$850.00	\$0.00	
D#2	\$0.00	\$0.00	\$0.00	
(Income attach	ments must be used by de	ebtors having attachable income)	(SSA direct deposit recipients only)

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2.2	Additional payments:				
	Unpaid Filing Fees. The balance of \$ _available funds.	shall be fully paid by the	Trustee to the Clerk	of the Bankruptcy	Court from the firs
	Check one.				
	None. If "None" is checked, the rest of	Section 2.2 need not be completed or repro	duced.		
	The debtor(s) will make additional paramount, and date of each anticipated paramount	ayment(s) to the trustee from other source ayment.	es, as specified bel	ow. Describe the	source, estimated
2.3 Pal	The total amount to be paid into the plant plus any additional sources of plan fundant 3: Treatment of Secured Claims		e trustee based on	the total amount	of plan paymen
ıaı	Treatment of Secured Claims				
3.1	Maintenance of payments and cure of de	fault, if any, on Long-Term Continuing D	ebts.		
	Check one.				
	None. If "None" is checked, the rest of	Section 3.1 need not be completed or repro	duced.		
	the applicable contract and noticed in contract arrearage on a listed claim will be paid ordered as to any item of collateral lister	contractual installment payments on the seconformity with any applicable rules. These d in full through disbursements by the trusted in this paragraph, then, unless otherwise secured claims based on that collateral wiffective dates of the changes.	e payments will be di stee, without interest e ordered by the coul	sbursed by the trus If relief from the t, all payments und	stee. Any existing automatic stay is der this paragraph
	Name of creditor and redacted account number	Collateral	Current installment payment (including escrow)	Amount of arrearage (if any)	Effective date (MM/YYYY)
	United Bank 7329	105 Penn Street Mc Clellandtown, PA 15458	\$149.17	\$0.00	10/2022
	Insert additional claims as needed.				
3.2	Request for valuation of security, payment Check one.			red claims.	
	None. If "None" is checked, the rest of	Section 3.2 need not be completed or repro	duced.		
	Fully paid at contract terms with no mod	ification			
	Name of creditor and redacted account number	Collateral	Amount of secured claim	Interest rate	Monthly payment to creditor
			\$0.00	0%	\$0.00
	Fully paid at modified terms		_		
	Name of creditor and redacted account number	Collateral	Amount of secured claim	Interest rate	Monthly payment to creditor
	Chrysler Capital	2017 Nissan Rogue with 28,000 miles	\$22,274.91	5%	\$416.80
	The remainder of this paragraph will be effect	- ctive only if the applicable box in Part 1 of th	is plan is checked.		
	. 5.		•		

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For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed *Amount of secured claim*. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through a motion pursuant to Rule 3012).

Name of creditor and redacted account number	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
	\$0.00 _		\$0.00	\$0.00	\$0.00	0%	\$0.00

Insert additional claims as needed.

2 2	Secured claims excluded from 11	11.5.0.8.506			
J.J		0.3.3. g 300.			
	Check one.				
	None. If "None" is checked, the	rest of Section 3.3 need not be complete	ed or reproduced.		
	The claims listed below were eit	her:			
	(1) Incurred within 910 days before tuse of the debtor(s), or	the petition date and secured by a purch	ase money security interes	st in a motor ve	chicle acquired for personal
	(2) Incurred within one (1) year of th	e petition date and secured by a purchas	se money security interest	in any other th	ing of value.
	These claims will be paid in full unde	r the plan with interest at the rate stated	below. These payments w	vill be disburse	d by the trustee.
	Name of creditor and redacted account number	Collateral	Amount of claim	Interest rate	Monthly payment to creditor
			\$0.00	0%	\$0.00
	Insert additional claims as needed.				
3.4	Lien Avoidance.				
	Check one.				
		ne rest of Section 3.4 need not be combox in Part 1 of this plan is checked.	pleted or reproduced. TI	he remainder	of this paragraph will be

,	erest that is not avoided will be paid in full re than one lien is to be avoided, provide the			ee 11 U.S.C. § 522(f) and
Name of creditor and redacted account number	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata
		\$0.00	0%	\$0.00

The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, *by filing a separate motion*, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any,

Insert additional claims as needed.

3.5 Surrender of Collateral.

~ : .	
Check	one

None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon final confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Collateral

Name of creditor and redacted account number

^{*}If the lien will be wholly avoided, insert \$0 for Modified principal balance.

Insert additional claims as needed.

3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Fayette County Tax Claim Bureau	\$4,230.57	Real Estate	10%	0007	2019 - 2022
Albert Gallatin School District & German Township	\$800.00	Real Estate	10%	0007	2022

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to ensure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Steidl & Steinberg, P.C.	In addition to a retainer of \$1,	100.00 (of which \$500.00 was a
payment to reimburse costs advanced and/or a no-look costs deposi	t) already paid by or on behalf of	the debtor, the amount of \$_3,400.00_ is
to be paid at the rate of \$200.00 per month. Including any retail	ner paid, a total of \$i	in fees and costs reimbursement has beer
approved by the court to date, based on a combination of the r	no-look fee and costs deposit a	nd previously approved application(s) fo
compensation above the no-look fee. An additional \$v	vill be sought through a fee applic	cation to be filed and approved before any
additional amount will be paid through the plan, and this plan conta	ins sufficient funding to pay that	additional amount, without diminishing the
amounts required to be paid under this plan to holders of allowed uns	ecured claims.	-

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor and redacted account number	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

Check one.

None. If "None" is checked, the rest of Section 4.5 need not be completed or reproduced.

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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	debtor(s) expressly agrees to continue paying ar								
	Check here if this payment is for prepetition	arrear	ages only.						
	Name of creditor (specify the actual payee, e.g SCDU)	j. PA	Description		Claim	Monthly payment or pro rata			
					\$0.00	\$0.00			
	Insert additional claims as needed.								
.6	Domestic Support Obligations assigned or or	wed to	a governmental	unit and paid less	than full amount.				
	Check one.								
	None. If "None" is checked, the rest of Sec	ction 4.	6 need not be con	npleted or reproduce	ed.				
	governmental unit and will be paid less	The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4).							
	Name of creditor			Amount of clair	<u> </u>				
					\$0.00				
	Insert additional claims as needed.				\$0.00				
.7	Priority unsecured tax claims paid in full. Check one.			_	<u> </u>				
.7	Priority unsecured tax claims paid in full. Check one. None. If "None" is checked, the rest of Sec			· ·	ed.				
7	Priority unsecured tax claims paid in full. Check one.		7 need not be con amount of claim	· ·	<u> </u>	• • • • • • • • • • • • • • • • • • •			
.7	Priority unsecured tax claims paid in full. Check one. None. If "None" is checked, the rest of Sec			· ·	ed. Interes rate (0 ^o blank)	• • • • • • • • • • • • • • • • • • •			
.7	Priority unsecured tax claims paid in full. Check one. None. If "None" is checked, the rest of Sec		amount of claim	· ·	ed. Interes rate (0 ^o blank)	% if			
	Priority unsecured tax claims paid in full. Check one. None. If "None" is checked, the rest of Secure Name of taxing authority		amount of claim	· ·	ed. Interes rate (0 ^o blank)	% if			
8	Priority unsecured tax claims paid in full. Check one. None. If "None" is checked, the rest of Secure 1. Name of taxing authority Insert additional claims as needed.	only if the paymideposition	\$0.00 the utility provider lents comprise a length. The claim pay ne debtor(s) will b	has agreed to this to single monthly content will not change required to file an	ed. Interes rate (0° blank) creatment. The charges bein payment for point of the plane amended plan. These	% if s for post petition utility service estpetition utility services, and unless amended. Should the payments may not resolve a			
1.8	Priority unsecured tax claims paid in full. Check one. None. If "None" is checked, the rest of Secure Name of taxing authority Insert additional claims as needed. Postpetition utility monthly payments. The provisions of this Section 4.8 are available of are allowed as an administrative claim. These postpetition delinquencies, and unpaid security of utility obtain an order authorizing a payment characteristic of the postpetition claims of the utility. Any unpaid	only if the paymidepositions ange, the post	\$0.00 \$0.00 \$0.00 \$0.00	has agreed to this to single monthly content will not change required to file an	ed. Interes rate (0° blank) creatment. The charges bein payment for point of the plane amended plan. These	s for post petition utility service estpetition utility services, and unless amended. Should the payments may not resolve a by require additional funds from			

5.1 Nonpriority unsecured claims not separately classified.

Treatment of Nonpriority Unsecured Claims

Part 5:

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Debtor(s) **ESTIMATE(S)** that a total of \$ 2,591.00 will be available for distribution to nonpriority unsecured creditors.

Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$2,591.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).

The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated

	of allowed claims. Late-filed claims will no pro-rata unless an objection has been file included in this class.	ot be paid unless all timely file	ed claims have bee	en paid in full.	Thereafter, all late-					
5.2	Maintenance of payments and cure of a	any default on nonpriority ι	unsecured claims.							
	Check one.									
	None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced.									
	The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.									
	Name of creditor and redacted account	number Current installme payment		f arrearage on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)				
		\$0.00		\$0.00	\$0.00					
	Insert additional claims as needed.				`					
5.3	Other separately classified nonpriority	unsecured claims.								
	Check one.									
	None. If "None" is checked, the rest of Section 5.3 need not be completed or reproduced.									
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:									
	The allowed nonpriority unsecured cla	aims listed below are separat	ely classified and v	vill be treated a	s follows:					
	The allowed nonpriority unsecured class Name of creditor and redacted account number	•	sification and		s follows: earage Interest rate	Estimated total payments by trustee				
	Name of creditor and redacted account	Basis for separate clas	sification and	Amount of arr	earage Interest	payments				
	Name of creditor and redacted account number	Basis for separate class treatment	sification and	Amount of arr to be paid	earage Interest rate	payments by trustee				
Par	Name of creditor and redacted account number U.S. Dept. of Education	Basis for separate class treatment School loans	sification and	Amount of arr to be paid	earage Interest rate	payments by trustee				
	Name of creditor and redacted account number U.S. Dept. of Education Insert additional claims as needed.	School loans nexpired Leases	sification and	Amount of arr to be paid \$0.00	earage Interest rate 0%	\$100.00				
	Name of creditor and redacted account number U.S. Dept. of Education Insert additional claims as needed. The executory Contracts and United States and Un	School loans nexpired Leases	sification and	Amount of arr to be paid \$0.00	earage Interest rate 0%	\$100.00				
	Name of creditor and redacted account number U.S. Dept. of Education Insert additional claims as needed. The executory Contracts and United Executory Co	School loans nexpired Leases I leases listed below are as	sification and	Amount of arr to be paid \$0.00	earage Interest rate 0%	\$100.00				
	Name of creditor and redacted account number U.S. Dept. of Education Insert additional claims as needed. The executory Contracts and Unit of the executory contracts and unexpired and unexpired leases are rejected. Check one.	School loans School loans Description of Section 6.1 need not be contact the section of Section 6.1 need not be conta	sification and	Amount of arr to be paid \$0.00	earage Interest rate 0% Decified. All other	\$100.00 executory contracts				
	Name of creditor and redacted account number U.S. Dept. of Education Insert additional claims as needed. The executory Contracts and Unexpired and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of trustee. Assumed items. Current installment trustee. Name of creditor and Description	School loans School loans Description 6.1 need not be controlled by the control of leased property or y contract	sification and	Amount of arr to be paid \$0.00	earage Interest rate 0% Decified. All other re payments will the stimated of the stimated o	\$100.00 executory contracts be disbursed by the total Payment				

Insert additional claims as needed.

Part 7: **Vesting of Property of the Estate** 7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan.

Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.
- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if *pro se*) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

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Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

Part 10:	Signatures	

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X /s/ Kenneth Steidl	Date Mar 24, 2023	
Signature of debtor(s)' attorney	MM/DD/YYYY	

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